

HERITAGE-WTI, INC. 1250 St. George Street East Liverpool, Ohio 43920-3400 Phone: 330-385-7337 Fax: 330-385-7813 Web Site: www.heritage-wtl.com OHSAS 18001: 2007 ISO 14001: 2004

ISO 9001: 2008

April 9, 2012

Mr. Lee Weber
Director, EH&S
Allegheny Technologies Incorporated
Primary Metal and Exotic Alloys
1600 Old Salem Road
Albany, OR 97321

Re: Letter Agreement between Heritage-WTI, Inc. ("WTI") and Allegheny Technologies Incorporated ("ATI")

Dear Mr. Weber:

This Letter Agreement is being presented to you in order to document the discussions and decisions made following the conference call that occurred on Monday, April 2, 2012, that included yourself as well as members of WTI's management team, concerning the disposition and removal of certain waste containers containing non-ferrous metal fines material as shipped by Wah Change under Manifest No. 000167371VES ("Materials") that are currently located at WTI's facility in East Liverpool, Ohio ("Facility").

WTI will provide space at the Facility for a high-hazard subcontractor (contracted through ATI) to safely remove the drums of Materials from its current storage trailer onto another trailer that can safely and compliantly accommodate the waste containers for shipment. Under no circumstances will ATI or its subcontractor be allowed to open, sample or repackage the waste containers in or on the grounds of the Facility. ATI shall ensure the following:

- 1. The Materials will be removed from the Facility on or before April 20, 2012.
- 2. Any and all subcontractors will be compliant with all local, state and federal laws, rules and ordinances that relate to the treatment, storage, disposal and/or transportation of the Materials, including but not limited to, the required permitting, placarding, manifesting and labeling of the Materials for lawful transportation and handling of the Materials.



- 3. Any and all subcontractors contracted by ATI shall procure all required personal protective equipment, tools and equipment necessary to safely remove and transport the Materials from the Facility.
- 4. Prior to work being performed at the Facility, ATI or its subcontractors shall participate in and complete WTI's contractors safety training and any other procedural requirements for entering or working at the Facility; ATI will submit to WTI a copy of any health and safety plan or any other regulatory required plan that will be utilized in the removal and transportation of the Materials; a copy of ATI's subcontractor's certificate of insurance evidencing proper insurance listing Heritage-WTI, Inc. as an additional insured, with such insurance having a waiver of subrogation in favor of Heritage-WTI, Inc. on a primary and non-contributory basis.
- 5. ATI will ensure that if samples are taken from the remaining waste containers anytime after the Materials have been removed from the Facility, such sampling will be videotaped; the samples will be numbered and preserved; and the samples will be available to WTI or any regulator as reasonably requested.
- 6. ATI shall fully indemnify, defend and hold harmless WTI and its directors, officers and employees from and against any and all claims, fines, penalties, causes of action, liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable fees and charges of attorneys and court and arbitration costs) [hereinafter collectively referred to as "Claims"], which WTI may hereafter incur, become responsible for or payout as a result of death or bodily injuries to any person, destruction or damage to any property (including the person or property of WTI or its employees), contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders to the extent such Claims are caused by (a) the creation, existence, dispersal, discharge, escape, release or saturation of any type of hazardous waste, material, chemical, liquid, gas, or any other substances, irritants, contaminants or pollutants and whether or not sudden, latent or patent, or the violation of any law or regulation relating thereto at the Facility or in connection with the removal and transportation of the Materials; or (b) any negligent act, error or omission or willful misconduct of ATI or its employees or any or its subcontractors, in the performance of this Letter Agreement.

I thank you for working with WTI in order to have the Materials moved from the Facility as soon as practicable. If you have any questions or additional concerns, please contact me at (330) 386-2173.

Sincerely,

John Avdellas

Vice President

Please indicate your acceptance of the provisions in this Letter Agreement by having an authorized representative of ATI or Wah Chang sign below:

Signature	<u> </u>
Printed Name	
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